

NEGOTIATED CONTRACT

Contract No. PF-400

Granger Associates  
966 Commercial Street  
Palo Alto, California

Contract For: See Schedule

Amount: \$48,000.00

Mail Vouchers to:

Performance Period:  
25 June 1958-15 November 1958

Administrative Data:

This contract is entered into by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the State of California, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. PF-400. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of

AUG 5 1958, 1958

Signatures:

GRANGER ASSOCIATES

THE UNITED STATES OF AMERICA

BY

BY

Contracting Officer

TITLE PRESIDENT

**SECRET**

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# CERTIFICATE

FOIAb3a Assistant  
I, [REDACTED] certify that I am the  
Secretary of the Corporation named as Contractor herein; that  
FOIAb3a [REDACTED] who signed this contract on behalf of the  
President of said Corporation; that  
Contractor was then  
said contract was duly signed for and in behalf of said Corporation by  
authority of its governing body, and is within the scope of its Corporate  
powers.

\_\_\_\_\_  
Signature

1994

**SECRET**

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### SCHEDULE

#### PART I - SCOPE OF WORK

a. Contractor shall furnish the necessary supplies, services and material to accomplish the work set forth below at the time and place as specified herein.

Item I - Contractor shall furnish necessary engineering, design and development and fabricate one (1) system embodying the basic principles of the [REDACTED] Deception Repeater. Further, Contractor shall provide necessary engineering assistance to the Government during flight testing of the system.

25X1A5a1

#### PART II - DELIVERY

The supplies and services called for under PART I shall be furnished as follows:

Item I - Contractor shall deliver the system called for under Item I on or before 15 October 1958, the engineering assistance during flight testing shall be furnished as required. It is anticipated that testing will be completed by 15 November 1958.

#### PART III - ESTIMATED COST AND FIXED-FEE

a. The total estimated cost for the performance of this contract, exclusive of the fixed fee is \$43,636.36.

[REDACTED] 25X1A10

#### PART IV - PAYMENT

a. In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled, "Allowable Cost, Fixed Fee, and Payment", the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III above, and the allowable Cost incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulations."

b. For purposes of billing or until such time as the Contracting Officer or his duly authorized representative shall perform an audit of

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Contractor's invoices or vouchers and statements of cost. Contractor shall use the following provisional rates for computing indirect costs.

25X1A10

c. Notwithstanding any other provision of this contract to the contrary, the fixed-fee shall be paid in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed-fee stated herein is to the total estimated cost stated herein, subject, however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions.

#### **PART V - ANTICIPATORY COST STATEMENT**

All costs which have been incurred by the Contractor on or after 25 June 1958, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of Allowable Costs hereunder, will be accepted by the Contracting Officer as costs under this contract.

#### **PART VI - LETTER CONTRACT SUPERSEDED**

This is the Definitive Contract contemplated by Letter Contract No. PF-400 dated 26 June 1958. This Definitive Contract supersedes said Letter Contract in its entirety. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract this Definitive Contract shall govern.

#### **PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS**

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (1) modify or rescind such security requirements or (2) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

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**PART VIII - SPECIAL SECURITY RESTRICTIONS**

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

*Part IX See Amend # 1 - Gov. Furnished Property*

**SECRET**